

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- .. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

ATTACHMENT B: PRODUCT SPECIFICATION

SIEVES

1.4 Pans and Covers. Pans and covers for use with sieves shall be made so as to nest with the sieves. Pans shall have extended rims ("stacking skirts"). The pans and covers shall conform to the dimensions in Table 2.

EXAMPLE ONLY - Actual Values Vary According to Parameters of Each Sieve

Supplier:

Name:

Date:

Invoice Number:

Overall sieve description

Serial number: (15 characters max)
 Alternative Sieve Designation: No. 200
 Diameter: 305 mm (12")
 Height: 110 mm (4 1/4")
 Depth to cloth: 85 mm (3 1/3")
 Frame material: brass
 Mesh fabric: Stainless steel

ASTM E11 specifications

Standard sieve designation: 75 μ m
 Permissible variation of average opening
 from the Standard Sieve Designation: + 5 μ m
 Opening dimension exceeded by not more
 than 5% of the openings 91 μ m
 Maximum individual opening 103 μ m
 Nominal wire diameter 0.050 mm +15%

Certification Lab test results of 50 samples max. (per software manuf. recommendation)

Test equipment: Optical Measurement Inspection System, RAM Optical Instrumentation, Huntington Beach, CA; software compliments of USFHW - BUREAU OF LANDS

Test #	Aperture dimensions (mm)		Wire diameter readings (mm)	
	Shoot	Warp	Shoot	Warp
1	.07500	.08000	.05200	.05000
2	.06900	.07600	.04900	.05100
3	.07100	.07500	.05300	.05100
:	:	:	:	:
50	.07200	.07700	.05300	.05400

Statistical Calculations

Mean:	.07395	.07725	.05195	.05165
Std. Dev.	.00319	.00265	.00150	.00163
Cond. Limit	.07000	.08000	.04800	.04800
Req. Readings	10	15	2	3

Aperture Calculations

Average actual shoot aperture (Limits are 0.070 to 0.080 mm) = 0.07395
 Average actual warp aperture (Limits are 0.070 to 0.080 mm) = 0.07725
 Percent aperture greater than 0.091 mm (Limit 5% max) = 0.00000
 Largest actual aperture (Limit = 0.103 mm) = 0.08200

Wire Diameter Calculations

Average actual diameter shoot (Limits are 0.048 to 0.058 mm) = 0.05195
 Average actual diameter warp (Limits are 0.048 to 0.058 mm) = 0.05165

ATTACHMENT B: PRODUCT SPECIFICATION

SIEVES

2.5 Sieve Label.

2.5.1 The serial number shall be located between the two rings on the frame of the sieve, either on the label or engraved to the right of the label, so that sieve nesting will not wear off the serial number. Lettering of the serial number shall be 6 mm (1/4") in height. Bar codes if used by the manufacturer shall not cover the serial number.

2.5.2 Each sieve shall bear a label marked with the following information:

2.5.2.1 U.S.A. STANDARD TESTING SIEVE

2.5.2.2 ASTM E-11 SPECIFICATION

2.5.2.3 Standard sieve designation (from Table 1, Column 1)

2.5.2.4 Alternative sieve designation (from Table 1, Column 2)

2.5.2.5 Name of manufacturer or distributor

2.5.2.6 Serial number provided by the manufacturer

2.6 **Packing.** Packing shall meet Federal Standard #123, *General Procurement*.

ATTACHMENT B: PRODUCT SPECIFICATION

SIEVES

0 GENERAL DESCRIPTION. The Contractor shall provide sieves in various mesh and diameter sizes, and also with Optical Measurement inspections for a period of (3) three years with two 1 year options.

2.0 TECHNICAL DESCRIPTION.

2.1 Sieve Certification. Sieves must be proven by certification lab analysis, using an OPTICAL MEASUREMENT inspection system, to conform to specification ASTM E11-95. Documentation accompanying each sieve shall include a serial number, wire diameter statistics, sieve opening statistics, and date certified. **DOCUMENTATION OF OPTICAL MEASUREMENT INSPECTION SHALL BE ATTACHED TO THE OUTSIDE OF EACH INDIVIDUAL SIEVE BOX.** Following paragraph 2.4 is an example of OPTICAL MEASUREMENT documentation required of the manufacturer for each sieve. (Note: The type of information is more important than the exact format). More specifically, the sieve shall meet the following E11 requirements:

2.2 Sieve Cloth Requirement.

2.2.1 **MUST BE OPTICALLY INSPECTED AFTER INSTALLATION IN THE FRAME!**

2.2.2 Use plain weave from stainless steel, brass, bronze, or other suitable wire.

2.2.3 All measurements of openings and wire diameters shall be made along lines that connect midpoints of adjacent openings.

2.2.4 Openings shall conform to the dimensional tolerances required in Table 1 and as defined in section 4.4 of the E11 standard.

2.2.5 Average diameter of the wires, measured separately, shall conform to the diameter in Column 7 of Table 1 and shall be within the tolerances of Footnote C of Table 1.

2.2.6 Wires shall be crimped in such manner that they will be rigid when in use.

2.2.7 There shall be no punctures or obvious defects in the cloth.

2.2.8 There shall be only one screen in the sieve of the size specified on the sieve label. No double screen, support screen or back-up screen unless specifically stated in the order.

2.3 Test Sieve Frames.

2.3.1 Frames shall be rigid, made from noncorrosive material (stainless steel or brass) and be of seamless construction.

2.3.2 The wire cloth shall be mounted permanently on the frame without distortion, looseness, or waviness.

2.3.3 The joint between frame and cloth shall be filled smoothly with a fillet, so that material cannot be trapped. The fillet will provide a minimum clear sieving surface with a diameter equal to the nominal diameter less 0.5 in (13 mm).

2.3.4 Frames shall be circular and conform to standard measurements (Table 2) for nominal 5, 8, and 12 inch sizes (diameters) and full or half heights as may be specified in the purchase order.

2.3.5 The bottom of the frame shall be constructed so as to provide an easy sliding fit with the top of any other sieve frame of the same nominal diameter conforming to the specified dimensions.

ATTACHMENT C: PRICING

SIEVE SIZES AND PRICING:

8" Diameter Sieve

<u>Sieves Inches/No.</u>	<u>Unit Price</u>	<u>Sieves Inches/No.</u>	<u>Unit Price</u>
1/4"	\$35.75 +2.00 ^{1.79} 37.75 ^{37.54}	#5	\$33.80 + 1.69
5/16"	\$35.75 +2.00	#8	\$33.80 ^{35.49}
3/8"	\$35.75 +2.00	#10	\$33.80
1/2"	\$35.75 +2.00	#16	\$33.80
5/8"	\$35.75 +2.00	#20	\$33.80
3/4"	\$35.75 +2.00	#30	\$33.80
7/8"	\$35.75 +2.00	#40	\$33.80
1"	\$35.75 +2.00	#50	\$33.80
1 1/2"	\$35.75 +2.00	#80	\$33.80
2"	\$35.75 +2.00	#100	\$33.80
2 1/2"	\$35.75 +2.00	#200	\$46.15 ^{2.31} = 48.46
3"	\$35.75 +2.00	Sieve Lid	\$ 9.75 ^{.49} 16.24
4"	\$35.75 +2.00	Sieve Pan	\$14.95 ^{.75} 15.70
#4	\$35.75 ^{2.00}		

ATTACHMENT C: PRICING

SIEVE SIZES AND PRICING:

12" Full Height Diameter Sieves

<u>Sieves Inches/No.</u>	<u>Unit Price</u>	<u>Sieves Inches/No.</u>	<u>Unit Price</u>
1/4"	\$102.05	#4	\$102.05
3/8"	\$102.05	#8	\$ 94.90 -
1/2"	\$102.05	#10	\$ 94.90
5/8"	\$102.05	#16	\$ 94.90
3/4"	\$102.05	#20	\$ 94.90
7/8"	\$102.05	#30	\$ 94.90
1"	\$102.05	#40	\$ 94.90
1 1/4"	\$102.05	#50	\$ 94.90
1 1/2"	\$102.05	#80	\$ 94.90
2"	\$102.05	#100	\$ 94.90
2 1/2"	\$102.05	#200	\$126.75
3"	\$102.05	Sieve Lid	\$ 35.10
4"	\$102.05	Sieve Pan	\$ 52.65

+5.10.
E
107.15

+4.75
99.65

+6.84 = 133.59
+1.76 = 36.86
+2.63 = 55.28

ATTACHMENT C: PRICING

SIEVE SIZES AND PRICING:

12" Half Height Diameter Sieves

<u>Sieves Inches/No.</u>	<u>Unit Price</u>	<u>Sieves Inches/No.</u>	<u>Unit Price</u>
1/4"	\$102.05	#4	\$102.05
3/8"	\$102.05	#8	\$ 94.90
1/2"	\$102.05	#10	\$ 94.90
5/8"	\$102.05	#16	\$ 94.90
3/4"	\$102.05	#20	\$ 94.90
7/8"	\$102.05	#30	\$ 94.90
1"	\$102.05	#40	\$ 94.90
1 1/4"	\$102.05	#50	\$ 94.90
1 1/2"	\$102.05	#80	\$ 94.90
2"	\$102.05	#100	\$ 94.90
2 1/2"	\$102.05	#200	\$136.75 + 6.84
3"	\$102.05	Sieve Lid	\$ 35.10 → 36.86
4"	\$102.05	Sieve Pan	\$ 52.65 - 55.26

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

SIEVES

1. **CONTRACT PERFORMANCE TERM.**

This is a requirements contract providing the State with Sieves, for a period of three (3) years, with two additional one-year options.

2. **QUANTITY OR AMOUNT ESTIMATES.** The State does not guarantee to purchase any amount under this contract. Estimated contract amounts are for bidding purpose only and are not to be construed as a guarantee to purchase stated amount. UDOT reserves the right to purchase contract items from other sources to meet non-receiving requirements when approved by agency Procurement Manager. "UDOT may order from another vendor supplies and services available under this contract in order to meet nonrecurring or special needs, when approved by UDOT's Procurement Manager."

3. **PRICING**

The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of three years.

ANY CHANGE REQUEST ON PRICES MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

4. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

The Contractor shall submit invoices to the Utah Department of Transportation, Accounts Payable, 4501 South 2700 West, Salt Lake City, Utah 84119. The State will remit payment by mail.

5. **NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

6. **DELIVERY.** Shipping terms on this contract are F. O. B. Destination.